

General Conditions:

All Contractor's personnel are expected to work in a manner which will maintain the security and best interest of the Department of Public Safety Services, hereafter referred to as the Agency. The Agency reserves the right to require the Contractor to dismiss any employees deemed incompetent, careless, insubordinate or otherwise objectionable, or any person whose actions are deemed to be contrary to public interest or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner, and he will not permit the facility placed at his disposal to be used for purposes other than those specified herein.

The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable local, state, and federal taxes.

Deliverables:

The Contractor shall provide for a minimum of one hundred (100) armed, uniformed security officers for each of the state regions listed below. Names and social security numbers of officers shall be provided to the DPS Fixed Site Security Detail Liaison within forty-eight (48) hours of the first notification that security services will be needed. These officers will provide security at emergency fixed sites throughout the State and other critical emergency security operations agreed upon by the DPS Fixed Site Security Detail Liaison and the Contractor that are located in the listed regions, in strict accordance with the specifications and special conditions outlined herein.

Services are to begin on the date and time specified by the DPS Fixed Site Security Detail Liaison and payment will not begin until the security officer reports for duty at the individual work locations.

Services are to be disconnected within twenty-four (24) hours notice of cancellation. Payment will end when the officer leaves the work location. (Note: Begin and end dates may be different for each location) Security services may be needed in the following Louisiana Regions:

1. Region 1 – New Orleans Area
2. Region 2 – Baton Rouge Area
3. Region 3 – Houma Area
4. Region 4 – Lafayette Area
5. Region 5 – Lake Charles Area
6. Region 6 – Alexandria Area
7. Region 7 – Shreveport Area
8. Region 8 – Monroe Area
9. Region 9 – Mandeville/Covington Area

Security service is to provide for two (2) twelve (12) hour shifts necessary to achieve twenty-four (24) hours per day, seven (7) days per week coverage at each assigned emergency fixed site(s). The DPS Fixed Site Security Detail Liaison will determine the specific work assignments region wide.

Upon notification by DPS, security officers are required to report for duty to the designated location within twenty-four (24) hours.

Services shall be provided by armed security officers paid at the Contractor's rate. There will be no special rates for overtime.

DPS will only be responsible for security officers' on-duty time at the facility and will not pay travel time to and from assigned locations.

DPS will not be responsible for expenses incurred by individual security officers' (fuel, food, mileage, etc.) unless prior arrangements with DPS are in place.

Security Guard Company Requirements:

The Contractor must have been an established business having at least three (3) years' satisfactory experience in the full time security guard services.

Each bidder should submit with their bid an organizational profile of their company containing the information listed below. If not submitted with the bid, this information must be provided within five (5) business days of written request from OSP. This description is to include, but is not limited to, the following information:

- 1) The year the company was formed.
- 2) Total number of years of company security experience as a business, not as any individuals within the company.
- 3) Total number of security employees employed full-time with the company.
- 4) Total number of businesses and/or comparable facilities currently under contract with your company for security guard services.
- 5) Total number of security employees (full-time and part-time) as well as management personnel bidder intends to utilize for all facilities in this contract.
- 6) Current copy of license issued by the Louisiana State Board of Private Security Examiners.

The Contractor will procure insurance as per attached insurance requirements, and shall show evidence of such insurance in the form of Certificate(s) of Insurance. COI will be required prior to any contract award and should be submitted within five (5) business days of written request from OSP.

The Contractor shall not allow any person that is not on the Contractor's payroll in the facility at any time.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses for, or any account of, any lawsuit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents.

The Contractor is to contract for services and employment in his firm's name only, and will not implicate the Agency directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor, and none of his employees are to be regarded as employees of the Agency.

The contract is not to be assigned or transferred by the Contractor to any subcontractor or any other party during the term of the contract unless approval is received by the Office of State Procurement.

Security officers shall possess registration cards issued by the Louisiana State Board of Private Security Examiners prior to assuming duty. Registration cards shall be on the person of security officer at all times while he/she is on duty.

Services shall be provided by armed security officers paid at the rates listed below, or higher:

Armed Guard \$14.00 per hour
Supervisor \$15.00 per hour

In accordance with Louisiana Revised Statutes 37:3270-3298, Contractor must be licensed by the Louisiana State Board of Private Security Examiners. Contact the board at (225) 272-2310. The Agency and/or the Office of State Procurement have the right to verify with the State Board of Private Security Examiners that if the Contractor's guards are not registered and trained properly, the contract may be cancelled, and guard(s) must leave the State facility immediately.

State License Number: _____

Security Guard Employee Requirements:

All security officers must meet the minimum requirements for licensing set forth in Louisiana Revised Statutes 37:3270-3298.

It is desirable that security officers have a minimum of three (3) years experience in security service. In all cases, the State of Louisiana expects the Contractor to assign its best-qualified and performing personnel to this contract. The Agency shall assume that poorly qualified and poorly performing personnel are failures of the Contractor to perform adequately. The State reserves the right to interview and accept or reject any security guard(s) prior to being assigned by the Contractor.

Armed security guards must be at least twenty-one (21) years of age.

Following the initiation of the contract period, the DPS Fixed Site Security Detail Liaison will provide an explanation of the emergency fixed site security concept and instructions for the accomplishment of tasks at each of the assigned fixed sites.

Methods used to measure and determine contract performance: Satisfactory completion of goals and objectives will determine contract performance.

Security services may include, but not be limited to:

1. Protection of personnel within the fixed site or on the grounds of the assigned fixed site from physical injury;
2. Protection of property within the fixed site or on the grounds of the assigned fixed site from theft, damage, or vandalism;
3. Ingress and egress control of personnel; or
4. Enforcement of parking restrictions;

Assigned security officers shall perform other security related tasks assigned by the DPS Fixed Site Security Liaison.

The Contractor, or his designee, shall conduct inspections at each assigned fixed site at least once in every twenty-four (24) hours during times that his/her employees are on duty. The inspection time will vary so as not to become routine. Documentation of these inspections shall be available for review by the DPS Fixed Site Security Liaison upon request.

Contracted security officers are required to give full attention to their duties. Idle conversation and the reading of literature, newspapers, books, watching television or any other similar diversion is not permitted while on duty. Visiting Contractor supervisory personnel shall remove such material. The use of profanity, obscene gestures, or loud and boisterous language while on duty shall not be permitted.

The use of alcohol on duty shall not be permitted. Likewise, the use of alcohol prior to duty so that the individual is impaired or smells of alcohol shall not be permitted. An individual who smells of alcohol shall be considered impaired and replaced by the Contractor.

The illegal use of drugs at any time is not permitted.

Security officers shall only be authorized to operate equipment at their assigned position necessary to perform assigned duties.

Security officers shall be held accountable for, and not loan to anyone, those keys assigned to them that have been designated for security purposes.

A security detail commander shall be appointed for each shift and security officers shall report to him/her while on duty. Upon request, the security detail commander will provide information/reports to the DPS Fixed Site Security Liaison.

Security officers shall wear appropriate uniforms that are clean, pressed, well maintained, like in color and approved by the Louisiana State Board of Private Security Examiners and the guards must have a full, completely matching uniform with the company name readily identifiable. If subcontractors are used, those guards are to be held to the same standard.

The Contractor shall ensure all personnel wear properly altered uniforms, which shall include uniform belts and uniform type shoes. It is the Contractor's responsibility to ensure all uniforms are well maintained and without rips and frays. Winter and rain gear shall also be the Contractor's responsibility. Security officers will not appear for duty in a combination of uniforms and civilian clothing, with torn or frayed uniforms, or with hems out of trousers. All uniforms (to include outerwear) shall include the company name and/or logo.

Security officers shall consume all meals during their designated shift while on the job and shall not leave the premises to do so.

All security personnel, equipment, uniforms, office supplies and any other equipment necessary to perform duties is the responsibility of the Contractor at no additional expense to the State.

All state required training and registration requirement shall be met prior to the individual performing duty. Contractor agrees to provide an updated list of security guards that may be used for the shelter security detail to DPS when the contract is awarded, and upon request anytime thereafter.

Contractor agrees to provide onsite facility orientation and periodic training sessions for security officers assigned to shelter facilities as part of this contract. On site facility orientation is likewise required for replacement personnel.

Contractor agrees that all security officers will be oriented to and are responsible for, being familiar with, and adhering to, Department of Public Safety's Scope of Service as outlined in this contract. The Department of Public Safety requests that Contractor not change his personnel except when absolutely necessary.

Contractor will be responsible for supplying emergency substitutes for any personnel. Substitutes must meet all experience and training requirements.

An unfit for duty security officer (intoxicated or otherwise unable to perform) shall be removed immediately and time on the job in the unfit condition shall not be billed to the Department of Public Safety.

Contractor is to communicate (report to, inform, consult, and/or advise) as appropriate and necessary only to the DPS Fixed Site Security Detail Liaison and/or designee.

Security officers shall be courteous and civil in the face of provocation, and helpful and considerate in the time of someone's need.

In conjunction with the Contractor, the DPS Fixed Site Security Detail Liaison agrees to be responsible for scheduling an onsite orientation training program for contract security officers which include:

1. Facility orientation;
2. Identification of key officials and their responsibilities;
3. Proper reporting procedures;
4. Forms;
5. Procedures for obtaining emergency assistance;
6. Fire protection;
7. Safety hazards;
8. Lock locations and locking requirements;
9. Patrol requirements;
10. Personnel control;
11. Parking control;
12. Escorting requirements;
13. Communications and response requirements; and
14. Position procedures.

The DPS Fixed Site Security Detail Liaison will notify Contractor of any changes needed in scheduling (i.e., hours or additional persons needed). This notice will be provided as soon as the DPS Fixed Site Security Detail Liaison knows of the requirement.

Monitoring Plan: Review invoices and their reasonableness associated with the contract deliverables.

DPS reserves the right to audit Contractor's records including certified payroll documents.

Contractor payroll documentation for each security officer shall include:

1. Name and social security number of each security officer;
2. Date;
3. Location of assignment;
4. Beginning and ending time worked;
5. Signature of security officer;
6. Signature of security officer's supervisor; and
7. Signature of DPS Fixed Site Security Detail Liaison.

Vendor must have their own electronic time recording system capable of producing copies of time entries for DPS' records.

A time and attendance sheet, which requests the above information, will be provided by the DPS Fixed Site Security Detail Liaison for use at each site. In the event that there is not a DPS Fixed Site Security Detail Liaison, sheets must still be completed and forwarded to the DPS Security

Attachment B – Scope of Services

RFx 3000016460

Emergency Contract - Armed Guard Service for DPS – Fixed Sites

Representative at the Louisiana State Police Emergency Operations Center (LSP EOC). The Contractor may duplicate the sheets as needed. These sheets will be the official documentation of time and attendance for payment of payroll expenses incurred by the Contractor.

Since hourly rate earned by supervisors is more, Contractor shall provide all supervisor names to the DPS Fixed Site Security Detail Liaison at the beginning of the detail. The DPS Fixed Site Security Detail Liaison shall be immediately notified of any schedule/personnel changes for all assigned Contractor security personnel. Payment will be made after receipt of invoice from the Contractor. Contractor will provide one (1) invoice bi-monthly. This invoice will include a breakdown of payroll expenses incurred by the Contractor for each facility.

Contractor supervisors assigned to the LSP EOC shall maintain a daily summary of the number of officers working at each assigned location and provide this information to the DPS Fixed Site Security Detail Liaison at the end of their respective shift.

Contractor supervisors assigned to the LSP EOC shall inform the DPS Fixed Site Security Detail Liaison when any assigned personnel are unable to report as promised.